

STATE OF LOUISIANA

UNIVERSITY OF LOUISIANA AT LAFAYETTE

REQUEST FOR PROPOSALS
FOR

**EXCLUSIVE SPORTS SPONSORSHIP
and
MARKETING AGREEMENT**

RFP #:13070

PROPOSAL DUE DATE/TIME: NOVEMBER 26, 2013 2:00PM

DATE

LAST REVISED 10/8/2013

TABLE OF CONTENTS

1	GENERAL INFORMATION.....	4
1.1	Purpose.....	4
	Background.....	4
1.2	Scope of Services.....	7
2	ADMINISTRATIVE INFORMATION.....	7
2.1	Term of Contract.....	7
2.2	Pre-proposal Conference.....	7
2.3	Proposer Inquiries.....	7
2.4	Definitions.....	8
2.5	Schedule of Events.....	8
3	PROPOSAL INFORMATION.....	8
3.1	Desirable Qualifications of Proposer.....	8
3.2	Determination of Responsibility.....	9
3.2.1	Right to prohibit awards.....	9
3.3	RFP Addenda.....	9
3.4	Waiver of Administrative Informalities	10
3.5	Proposal Rejection/RFP Cancellation.....	10
3.6	Withdrawal of Proposal.....	10
3.7	Subcontracting Information.....	10
3.8	Ownership of Proposal.....	10
3.9	Proprietary Information.....	10
3.10	Cost of Preparing Proposals.....	10
3.11	Errors and Omissions in Proposals.....	11
3.12	Contract Award and Execution.....	11
3.13	Code of Ethics	11
4	RESPONSE INSTRUCTIONS.....	11
4.1	Proposal Submission	11
4.2	Proposal Format	12
4.3	Cover Letter	12
4.4	Technical and Cost Proposal	12
4.5	Certification Statement	12
5	PROPOSAL CONTENT.....	13
5.1	Executive Summary.....	13
5.2	Corporate Background and Experience	13
5.2.1	Veteran/Hudson Small Entrepreneurship Program Participation.....	13
5.3	Proposed Project Staff.....	14
5.4	Approach and Methodology.....	15
5.5	Cost Information.....	15
6	EVALUATION AND SELECTION	15
6.1	Evaluation Team.....	15
6.2	Administrative and Mandatory Screening.....	15
6.3	Clarification of Proposals.....	16
6.4	Oral Presentations/Discussions	16
6.5	Evaluation and Review.....	16
6.5.1	Approach and Methodology	16
6.5.2	Corporate Experience and Qualifications.....	17

6.5.3	Staff Qualifications	17
6.5.4	Hudson/Veteran Program.....	17
6.5.5	Cost Evaluation	17
6.6	Announcement of Contractor.....	18
7	SUCCESSFUL CONTRACTOR REQUIREMENTS.....	18
7.1	Corporation Requirements.....	18
7.2	Billing and Payment.....	18
7.3	Confidentiality.....	19
APPENDIX A:	COST SHEET	20
APPENDIX B:	SCOPE OF SERVICES.....	22
APPENDIX C:	CERTIFICATION STATEMENT	24
APPENDIX D:	SAMPLE CONTRACT	25

I GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the (*University of Louisiana at Lafayette*) (herein referred to as the “State” or “University”) for the purpose of soliciting proposals from qualified proposers interested in participating in an Exclusive Sports Sponsorship and Marketing Agreement.

The State desires to establish an Exclusive Sports Sponsorship and Marketing Agreement as a means to realize valued savings through combining the purchasing power of all NCAA sanctioned sports programs (plus cheerleading and dance).

The goals of establishing an Exclusive Sports Sponsorship and Marketing Agreement are dual in purpose: 1) to provide a normalized recurring source of self-generated revenue to support a growing Athletics Department; 2) to maximize operational cost savings; and 3) act as a conduit in marketing the University community as a whole.

Background

The University of Louisiana at Lafayette, the largest member of the University of Louisiana System, is a public institution of higher education offering bachelors, masters, and doctoral degrees. Within the Carnegie classification, UL Lafayette is designated as a Research University with high research activity. The University’s academic programs are administered by the Colleges of the Arts, Education, Engineering, General Studies, Liberal Arts, Nursing & Allied Health Professions, B. I. Moody III College of Business Administration, Sciences, and the Graduate School. The University is dedicated to achieving excellence in undergraduate and graduate education, in research, and in public service. For undergraduate education, this commitment implies a fundamental subscription to general education, rooted in the primacy of the traditional liberal arts and sciences as the core around which all curricula are developed. The graduate programs seek to develop scholars who will variously advance knowledge, cultivate aesthetic sensibility, and improve the material conditions of humankind. The University reaffirms its historic commitment to diversity and integration. Thus, through instruction, research, and service, the University promotes regional economic and cultural development, explores solutions to national and world issues, and advances its reputation among its peers.

The University has 10 colleges and schools:

- College of the Arts
- B.I. Moody III College of Business Administration
- College of Education
- College of Engineering
- College of General Studies
- College of Liberal Arts
- College of Nursing
- College of Sciences
- Graduate School
- University College

The University was originally named the Southwestern Louisiana Industrial Institute (SLII), according to the 1898 legislative act that created the school. State Senator Robert Martin, for whom UL Lafayette’s

administrative building is named, authored this legislation. Several towns competed to be the site of the new school; Lafayette was chosen by virtue of a donation of 25 acres of land by the Girard family. The town also put up \$8,000 and offered a ten-year property tax to supplement state appropriations. Although classes did not begin until September 1901, 1900 is considered the school's first year.

By 1921, the school had outgrown its industrial role. The Constitutional Convention that year dropped the "Industrial" from the name and allowed Southwestern Louisiana Institute to grant bachelor's degrees. By this time, SLI had doubled to 50 acres and included many new classroom and dormitory buildings. As early as 1922, UL Lafayette offered extension courses in surrounding parishes. In 1925, the school was accredited by the Southern Association of Colleges and Schools, and a student government association was formed.

In 1960, the state legislature approved renaming Southwest Louisiana Institute to the University of Southwestern Louisiana. At this time UL Lafayette was composed of a graduate school and six colleges: agriculture, business administration, education, engineering, liberal arts, and nursing. Enrollment was approaching 5,000. Early master's degree programs were in education, French, mathematics, science, engineering, English, geography, history, Spanish, and home economics. In 1961, UL Lafayette acquired its first digital computer, and three years later it began a master's program in computer science.

For a while in the 1980s, UL Lafayette literally made a name for itself, The University of Louisiana. A subsequent act of the Louisiana Legislature nullified that name change, but the then President, Raymond Authement, persisted. On September 10, 1999, his perseverance was rewarded when he walked onto a stage before an audience of alumni, visiting dignitaries, administrators, faculty, and students in the Cajundome. There, before several thousand people, with the blessing of the State of Louisiana, he signed an order that changed the university's name to the University of Louisiana at Lafayette. This monumental achievement occurs as part of UL Lafayette's Centennial Celebration.

The University of Louisiana at Lafayette has a current enrollment of 16,320, including 1,514 graduate students, from 48 states and possessions and 95 foreign countries. The University of Louisiana at Lafayette owns a total of about 1,400 acres and is located in the city of Lafayette whose population exceeds 100,000. The city of Lafayette is in Lafayette parish, the heart of the state's eight parish region known as Acadiana.

The University of Louisiana at Lafayette (UL-Lafayette) is a member of the Sun Belt Conference. This Division I-FBS conference is highly recognized and respected throughout the nation. UL-Lafayette desires to enter into a long term Exclusive Sports Sponsorship and Marketing Agreement with a qualified manufacturer.

UL-Lafayette fields a total of sixteen (16) athletic teams, all sanctioned by the National Collegiate Athletic Association (NCAA). Please see the following:

MALE TEAMS

<u>Team</u>	<u># Athletes</u>	<u># on Scholarship</u>	<u>NCAA Sanctioned</u>
Baseball	35	27	YES
Basketball	16	13	YES
Football	125	85	YES
Golf	11	7	YES
Tennis	12	12	YES
Cross Country	12	8	YES
Indoor Track & Field	37	21	YES
Outdoor Track & Field	37	21	YES

FEMALE TEAMS

<u>Team</u>	<u># Athletes</u>	<u># on Scholarship</u>	<u>NCAA Sanctioned</u>
Basketball	17	15	YES
Soccer	25	20	YES
Softball	25	19	YES
Tennis	10	8	YES
Cross Country	12	9	YES
Indoor Track & Field	35	29	YES
Outdoor Track & Field	35	29	YES
Volleyball	16	12	YES

UL-Lafayette also sponsors dance and cheerleading groups whose uniforms, etc. will be included within the coverage provided by this Request for Proposal.

1.2 Scope of Services

The Contractor shall:

- a. Process University purchase orders to meet re-supply requirements for sports apparel, shoes and accessories.
- b. Manufacture or obtain through a third party as a manufacturer's authorized distributor required product to requested specifications.
- c. Deliver to University in accordance to mutually agreed upon schedules and to mutually agreed upon delivery destinations.

2 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

Any contract resulting from this RFP will have an initial duration of three (3) years. With all proper approvals from the Joint Legislative Committee on the Budget (JLCB) and concurrences with the contractor, University may exercise an option to extend for two (2) subsequent twelve (12) month periods at the same rates, terms and conditions of the initial contract term.

There will be a twelve (12) month transition period during which time the University will deplete existing stock of branded product from current supplier while re-stocking takes place with the new contractor.

2.2 Pre-proposal Conference

An optional pre-proposer conference shall be conducted for the benefit of all proposers on the date and time specified in section 2.5 of this RFP. Conference will be held at the Moncla Indoor Practice Facility, located on the UL Lafayette Campus, 202 Reinhardt Drive, Lafayette, LA.

2.3 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below:

Joe Floyd, Director of Purchasing
University of Louisiana at Lafayette
P.O. Box 40197
Lafayette, LA 70504-0197

Jnf4727@louisiana.edu
Fax (337) 482-5059

The State will consider only written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by *2pm* CST on the date specified in the Schedule of Events (Section 2.5). The State reserves the right to modify the RFP should a requirement for change be identified, which is in the best interest of the State.

Official responses to all questions submitted by potential proposers will be posted by *November 12, 2013* at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. The Purchasing Department will issue to all bidders, an official response to all questions.

Only Joe Floyd, Director of Purchasing, or his delegated representative, has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

2.4 Definitions

- a. **Will, Shall, Must** – The terms “will”, “shall” and “must” denote mandatory requirements.
- b. **May** – The term “may” denotes an advisory or permissible action,
- c. **Should** – the term “should” denotes desirable,
- d. **Contractor** – Any person having a contract with a governmental body,
- e. **Agency** – University of Louisiana at Lafayette
- f. **University** - University of Louisiana at Lafayette
- g. **State** – The State of Louisiana,
- h. **Discussions** – For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

2.5 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	October 18, 2013
Pre-proposal Conference Moncla Indoor Practice Facility 202 Reinhard Drive, Lafayette, LA (Time and location)	October 29, 2013 at 3:00PM
Deadline for receipt of Written inquiries	November 5, 2013 2:00PM
Issue responses to written inquiries	November 12, 2013
Deadline for receipt of proposals	November 26, 2013 2:00PM
Announce award of contractor selection	December 2013
Contract execution	January 1, 2014

NOTE: The State of Louisiana reserves the right to change this schedule of RFP events, as it deems necessary.

3 PROPOSAL INFORMATION

3.1 Desirable Qualifications of Proposer

It is highly desirable that the Proposer:

- Be a manufacturer of sports apparel and shoes or be an authorized distributor of a manufacturer of sports apparel, shoes and accessories;

- Manufactures or distributes sports apparel, shoes and accessories that have national brand recognition;
- Has the capability of handling the volume of sales associated with a university of similar size. The Proposer should provide a list of three (3) similar organizations where such services were or, preferably, are currently provided. Proposer should include name, title, telephone number and e-mail of a contact person at each institution/organization ;
- Has a history of handling the volume of sales associated with other universities of similar size;
- Has the financial strength and production capacity to process multiple large concurrent orders with reasonable lead times under Net30 payment terms.

3.2 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the selected proposer:

Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

Have the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

Is able to comply with the proposed or required time of delivery or performance schedule;

Has a satisfactory record of integrity, judgment, and performance; and

Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.2.1 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.3 RFP Addenda

State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

Addenda, if any, will be posted at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

3.4 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

3.5 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

3.6 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.7 Subcontracting Information

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

3.8 Ownership of Proposal

All materials submitted in response to this request shall become the property of the State. Selection or rejection of a proposal does not affect this right.

3.9 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.10 Cost of Preparing Proposals

The State shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

3.11 Errors and Omissions in Proposal

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to minor errors identified in proposals by State or the Proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

3.12 Contract Award and Execution

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

This RFP will be awarded on all or none basis for the University, but does not exclude the probability that the University will purchase equipment not available through the contractor from some other source.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State. The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in APPENDIX D. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds ten (10) business days or if the selected Proposer fails to sign the final contract within ten (10) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.13 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 2:00 pm Central Daylight Time on the date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

University of Louisiana at Lafayette
Purchasing Office
P.O. Box 40197
Lafayette, LA 70504-0197

The name and address of the proposer with RFP # 13070 shall be marked on the face of the envelope. If Proposer has already submitted the initial Request for Proposal response prior to receiving the addendum, addenda must be submitted in a sealed envelope and marked in the same manner as the original Request for Proposal.

For courier delivery, the street address is 104 University Circle, Purchasing Office, Martin Hall (Rm. 123), Lafayette, LA 70503 and the telephone number is 337-482-5396. It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

The State requests that four (4) of copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

4.2 Proposal Format

Proposers should respond to this RFP with one combined proposal containing technical and cost proposal information.

4.3 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm the Proposer is willing to perform the services and enter into a contract with UL-Lafayette. The person signing the proposal must be:

1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
3. Named in other documents indicating authority which are acceptable to the public entity.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

The cover letter should also:

1. Identify the submitting Proposer;
2. Identify the name, title, address, telephone and fax numbers and email address of each person authorized by the Proposer to contractually obligate the Proposer;
3. Identify the name, address, telephone and fax numbers and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

4.5 Certification Statement

The Proposer must sign and submit the Certification Statement shown in APPENDIX C.

5.0 PROPOSAL CONTENT

5.1 Executive Summary

This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in APPENDIX D, Sample Contract, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

5.2 Corporate Background and Experience

The Proposer should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposers should clearly describe their ability to meet or exceed the desired qualifications in Section 3.1 of the RFP.

5.2.1 Request For Proposal (RFP) Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points

- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship(s) to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurship(s) to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship(s) may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship(s), which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

5.3. Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

Proposers should clearly describe their ability to meet or exceed the desired qualifications expressed in Section 3.1 of this RFP.

5.4. Approach and Methodology

The Proposer should:

- Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.

5.5 Cost Information

The proposer must state a discount rate as a percentage to be applied to retail catalog prices, in US dollars, for the three item categories in Appendix A. The percentage discount rate shall be inclusive of all expenses and fees, including shipping, insurance, and travel, for any and all services described in the RFP. The Proposer shall provide a percentage discount rate, if different from the rate for standard orders, for early orders, and shall specify the required ordering information that will determine “early ordering”.

The Proposer shall provide information regarding its minimum purchasing requirements and any compensation merchandise offered for volume orders.

The Proposer shall provide the most recent retail catalog to which the percentage discount rate shall be applied. The percentage discount rates for standard and early ordering shall remain firm for the entire term of the contract including any renewals.

If the proposer offers incentives such as free merchandise if an athletic team appears in playoff games, or one of the coaches is chosen for award, the proposer should clearly indicate in Appendix A what these incentives will be. If the Proposer offers incentives not listed in Appendix A, the Proposer should clearly describe the other incentives. The Proposer should use Appendix A to provide all cost information.

6.0 EVALUATION AND SELECTION

6.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

6.2 Administrative and Mandatory Screening

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

6.3 Clarification of Proposals

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

6.4 Oral Presentations/Discussions May be Required

NOT APPLICABLE TO THIS SOLICITATION.

6.5 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The proposal will be evaluated in light of the material and the substantiating evidence presented to UL Lafayette, not on the basis of what may be inferred.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

CRITERIA	MAXIMUM SCORE
1. Approach and Methodology	35
2. Corporate Background and Experience	25
3. Staff Qualifications	5
4. Hudson/Veteran Small Entrepreneurship Program	10
5. Cost Percentage Discount Rate – 20 Incentives - 5	25
TOTAL SCORE	100

6.5.1 Approach and Methodology

The proposal will be evaluated on the following:

- Proposer's ability to supply all items the University is seeking, including apparel, shoes and accessories
- Proposer's ability to provide quality products within specified schedules.
 - Products to be supplied meet acceptable durability standards. Proposer should address how quality issues will be addressed.
 - Products to be supplied are within the range of colors provided by UL Lafayette.
 - Products to be supplied conform to University standards for numbers and logos.
 - Products are supplied within University's timeframes. The Proposer should indicate how many days will be required for delivery of products upon receipt of a valid Purchase Order from the University.
- Proposer's relationship to manufacturer (i.e., Direct or through distributor).

- Proposer's order schedule. Proposers should indicate any restrictions to the order schedule. Proposers shall be aware that due to the University fiscal calendar, which is July 1 – June 30, orders placed for a specified athletic season will only be paid from the corresponding fiscal year (ex. 2013-2014 Athletic season orders shall not be paid prior to July 1, 2013, regardless of whether or not the order was placed prior to July 1, 2013.)
- Proposer's minimum purchasing requirements, compensation merchandise, and early order discounts, if available
- Whether or not University-approved logos and numbers are imprinted on apparel prior to delivery
- Whether or not items are shipped directly from the manufacturer or through an authorized dealer

6.5.2 Corporate Experience and Qualifications

The proposal will be evaluated on the Proposer's ability to meet or exceed all desirable qualifications described in Section 3.1 of the RFP.

6.5.3 Staff Qualifications

The proposal will be evaluated on the experience and qualifications of the staff who will be assigned to work on this contract, as evidenced by information provided in resumes.

6.5.4 Hudson/Veteran Program

Note: Participation of Veteran Initiative and Hudson Initiative small entrepreneurship will be scored as part of the technical evaluation.

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points:

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurship to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

6.5.5 Cost Evaluation

The percentage discount rates for the three item categories submitted in Appendix A shall be averaged to obtain an average percentage discount rate. The Proposer with the highest average percentage

discount rate shall receive 20 points. Other proposers shall receive cost points based upon the following formula.

$$BCS = (LPC/PC \times 20)$$

Where: BCS = Computed cost score (points) for proposed average percentage discount rate being evaluated

LPC = Highest proposed average percentage discount rate of all proposals

PC = Proposed average percentage discount rate being evaluated

Evaluators will review the package of incentives offered by the proposer and will assign a score of zero or more points, up to a maximum of 5 points, based upon the perceived value to the University of the incentive package.

The two cost scores will be added together to obtain a final cost score.

6.6 Announcement of Contractor

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score.

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 days after the award has been announced by the agency.

The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

7.2 Billing and Payment

The Contractor shall be paid for product delivered in accordance with respective Purchase Order. Invoices may be submitted as orders are shipped.

- a. All invoices must reference the assigned Purchase Order/Contract number and will be submitted for approval and processing for payment, to the University's representative at the following address:

University of Louisiana at Lafayette
Attn: Accounts Payable Manager
PO Box 40400
Lafayette, LA 70504

- b. Upon approval of each invoice, University agrees to pay Contractor within 30 days of the invoice submission date or Net30.
- c. Any University dispute of billing data must be submitted in writing to Contractor within 30 days of receipt otherwise invoice will be considered approved and therefore, payable to Contractor.
- d. Contractor shall be aware that due to the University fiscal calendar, which is July 1 – June 30, orders placed for a specified athletic season will only be paid from the corresponding fiscal year (ex. 2013-2014 Athletic season orders shall not be paid prior to July 1, 2013, regardless of whether or not the order was placed prior to July 1, 2013.)

7.3 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the University.

APPENDIX A

RFP No. 13070

COST SHEET

1. PRICING: Proposer shall submit discount pricing percentages for the three categories listed below:

<u>ITEMS</u>	<u>Percentage (%) Discount Rate From Public Catalog*</u>
Apparel	_____
Accessories	_____
Footwear	_____

Proposer offers the following % (per cent) discount for early orders for all items:
_____ (Note: Proposer shall explain when this discount will be applied to an order.)

The Proposer shall provide information pertaining to Minimum Purchasing Requirements and any Compensation Merchandise, if applicable.

* Proposer shall include the most recent retail catalog with the proposal.

2. INCENTIVES

<u>Football</u>	<u>Merchandise at Retail Value</u>
Football Bowl Appearance	\$ _____
Football Coach of the Year – Conference	\$ _____
Game and Promotional use	\$ _____
 <u>Baseball/Softball</u>	
Baseball NCAA Regional Appearance	\$ _____
Baseball Super Regional Appearance	\$ _____
Baseball World Series Appearance	\$ _____
Softball NCAA Regional Appearance	\$ _____

Softball Super Regional Appearance \$ _____
Softball World Series Appearance \$ _____

Basketball

Women's Basketball NCAA Appearance \$ _____
Men's Basketball NCAA Appearance \$ _____
Game and Promotional use \$ _____

All Other Programs

Coach of the Year - Conference \$ _____

The Proposer should include information regarding any other incentives that will be available.

_____ calendar days required for delivery of products ordered upon receipt of a valid Purchase Order from the University.

_____ (Authorized Signature)

_____ (Typed or Printed Name of Authorized Signer)

APPENDIX B: SCOPE OF SERVICES

1. Overview

The Contractor shall provide all required athletic apparel, shoes, and accessories for all sports programs offered at the University to include cheerleading and dance, as agreed to, in any resulting contract. The Contractor may provide some sports equipment; however, the University will probably purchase equipment from other sources. All products supplied by the Contractor shall be durable, shall be within the range of colors required by the University, and shall conform to the University's standards for numbers and logos.

If products are deemed insufficient by the University at any time during the duration of the contract, the University reserves the right to outsource insufficient products.

The Contractor shall:

- a. Process University purchase orders to meet re-supply requirements for sports apparel, shoes and accessories.
- b. Manufacture or obtain through a third party as a manufacturer's authorized distributor required product to requested specifications.
- c. Deliver to University in accordance to mutually agreed-upon schedules and to mutually agreed-upon delivery destinations.
- d. Provide the most current manufacturer's catalog as it is updated throughout the term of the contract
- e. Not proceed with a Purchase Order unless and until it has been authorized by the University Director of Purchasing or his authorized representative.
- f. Not proceed with any order if University cancels a Purchase Order prior to the receipt of express or implied acceptance by the Supplier, by giving written notice to the Supplier.
- g. The Supplier may not cancel a Purchase Order.
- h. Not supply in excess of quantities specified of a Purchase Order. Contractor shall be liable for handling charges and return shipment costs for any excess quantities.
- i. Ensure all Work is to be packed in accordance with good commercial practice, unless otherwise specified. A complete packing list shall be enclosed with all shipments. Supplier shall mark containers or packages with necessary lifting, loading, and shipping information, including the University Contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include the purchase order number. Unless otherwise specified, delivery shall be FOB Place of Shipment.

2. University of Louisiana at Lafayette Responsibilities

- 2.1 In consideration of the terms and conditions provided herein, University of Louisiana at Lafayette shall agree to provide the following exclusively to the Contractor:

Athletic Collateral Materials

Contractor's logo placement in all media guides, schedule cards, schedule posters and game day programs.

Public Address Announcements

Two (2) PA Announcements during each home contest listing the Contractor as the official supplier/outfitter of UL-Lafayette Athletics.

Two (2) Video Board Announcements during each home game for sports that utilize a video board.

Radio Broadcasts

Two (2) Announcements per broadcast listing the Contractor as the official supplier/outfitter of UL-Lafayette Athletics.

Season Tickets

Maximum of two (2) sidelines passes for home football games upon request.

Maximum of eight (8) reserved seats for football upon request.

Maximum of four (4) reserved seats for basketball upon request.

APPENDIX C: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

APPENDIX D: SAMPLE CONTRACT (Subject to change pending contract negotiations)

**STATE OF LOUISIANA
CONTRACT**

Be it known, that on this ____ day of _____, 2013, the **University of Louisiana at Lafayette** (hereinafter referred to as "University"), located at 104 University Circle, Lafayette, LA 70503 and Winning Proposer (hereinafter referred to as "**Contractor**"), whose legal address, is Contractor Address, Somewhere, US 21480, do hereby enter into contract under the following terms and conditions:

1. SCOPE OF SERVICES:

2. PAYMENT TERMS:

- a. In the event of a change in scope of the project or services to be rendered outside the scope specified in this contract, adjustments in the service fee may be necessary. Such adjustments must be agreed upon by both parties of this agreement and shall be executed by an amendment to this contract.
- b. Contractor will submit an invoice as request for payment. Each invoice must itemize each charge for work completed in accordance with the specifications stated in the scope of work and deliverables thereof.
- c. Each invoice must reference the assigned Purchase Order/Contract number and will be submitted for approval and processing for payment, to the University's representative at the following address:

University of Louisiana at Lafayette
Attn: AP Manager
PO Box 40400
Lafayette, LA 70504

- b. Upon approval of each invoice, University agrees to pay Contractor within 30 days of the invoice submission date or Net30.
- c. Any University dispute of billing data must be submitted in writing to Contractor within 30 days of receipt otherwise invoice will be considered approved and therefore, payable to Contractor.
- d. Contractor point of contact for invoice issues is:

Contractor, PM
Project Manager@xxx.com,
Phone: (555) 123-4567

3. TERM OF CONTRACT:

- a. The duration of this Agreement commences from the date of the last signature on this document and shall not exceed a term of 36 months unless authorized by University.

4. INSURANCE

- a. Contractor shall purchase and maintain, throughout the life of this contract, commercial general liability insurance and commercial automobile liability insurance to protect Contractor from all claims for bodily injury, including accidental death, personal injury, and property damage arising from operations under this contract, whether such operations be by Contractor, subcontractor or by anyone else directly or indirectly employed by Contractor. In addition, all statutory insurance requirements, including worker's compensation, shall be met. Limits of such insurance shall be as stated below:

<u>Type of Insurance</u>	<u>Limits of Liability (Minimum)</u>
Worker's Compensation	Statutory
Commercial General Liability	\$1 million combined single limit
Commercial Auto Liability	\$1 million combined single limit
Errors and Omissions	\$1 million combined single limit

- b. The "University of Louisiana and University of Louisiana Board of Supervisors" shall be named on such policies as an additional insured. Prior to providing services under the terms of this Contract, Contractor shall provide a Certificate(s) of Insurance evidencing the required insurance coverage. Contractor shall maintain such insurance in effect throughout the duration of the Contract consistent with all applicable laws and in amounts sufficient to cover any and all claims or actions arising from performance of this Contract. The Certificate(s) shall also provide that should the policy be canceled or materially changed, thirty (30) days written notice prior to the effective date shall be given directly to the University's Purchasing department. Failure to carry the required insurance coverage places the Contractor in breach of this Contract. Requests for variations to liability limits shall be reviewed by the University's Risk Manager, who will make the final decision.
- c. Certificate(s) of Insurance acceptable to the University shall be addressed to:

University of Louisiana at Lafayette
ATTN: Purchasing Department
PO Box 40197
Lafayette, LA 70504

- d. The Contractor shall either: Require each Subcontractor to procure and to maintain during the life of each Subcontract, Subcontractor's Liability Insurance of the type and in the same amounts as specified in this section or ensure the activities of the Subcontractors in the Contractor's own policy.
- e. Contractor shall automatically renew policies, which expire during the term of this contract and notify the University of such Renewal.

5. TAXES:

- a. Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be said Contractor's obligation and identified under Social Security Number or Federal Tax Identification Number.
- b. University shall not withhold/deduct Federal or State taxes for the above services, but shall issue Contractor an IRS Form 1099 for tax purposes at the end of the calendar year.

6. CONFIDENTIALITY. Each party agrees not to disclose the other party's Confidential Information and to protect its confidentiality using at least the same degree of care that party uses to protect its own Confidential Information, which shall under no circumstances be less than reasonable, including not disclosing it to a third party unless there is a "need to know," a "right to know," and a written obligation by the third party to maintain the confidentiality. If a party receives an order from a court or other governmental body, or via a public records or FOIA request that requires disclosure of the other party's Confidential Information then the party receiving the order shall notify the other party of the order in advance of making any such disclosure. For the purposes of this Contract, "Confidential Information" means any information, written or oral, that relates to either party's business, products, processes, or services, that is designated as confidential or proprietary or that a reasonable party would understand to be confidential or proprietary, including University Data, with the following exceptions: (i) information that was already known to the receiving party; (ii) information obtained from public or published information; (iii) information received from a third party not known to be employed or affiliated with the disclosing party; and (iv) information which is or becomes known to the public other than through a breach of this Contract.

7. AUDITOR'S CLAUSE: It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration, UL System auditors, and University auditors shall have the option of auditing all accounts of Contractor which relate to this contract.

8. ALTERATIONS: Any alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing and agreed upon by representatives from both parties authorized to make such agreements. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by University.

9. REMEDIES: Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA. R.S. 39:1524 -1526.

10. INDEMNIFICATION:

- a. Neither party shall be liable for the any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.
- b. Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the University from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by the Contractor, its agents, employees, partners or subcontractors, without

limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the University.

- c. Contractor will indemnify, defend and hold harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products or deliverables furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the University shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.
- d. The University may, in addition to other remedies available to it at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

11. NONASSIGNABILITY: Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of University; provided, however that that Contractor may assign this Contractor to an affiliate, subsidiary, or parent. This provision shall not be construed to prohibit Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved Contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to University.

12. FISCAL FUNDING: The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

13. FORCE MAJEURE: Neither party of this contract shall be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

14. DISCRIMINATION CLAUSE:

- a. Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

- b. Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

15. UNIVERSITY CONTACT: The University's Representative for overseeing the Contractor's management of this project is John Dugas, whose University email address is johndugas@louisiana.edu and office phone number is 337-482- 1234. Contractor is responsible for total management during the performance of the services specified in this Contract. The University Representative shall not only provide oversight of the activities of this project but serve as the Contractor's principal point of contact on behalf of University. The University's Representative is responsible for approving acceptance of Contractor's work. He is responsible for evaluating Contractor's performance during this contract and providing constructive feedback to Contractor.

16. NOTICES: Any Contractor notice or demand under this contract will be made by courier or facsimile transmission at the following address:

University of Louisiana at Lafayette
ATTN: Purchasing Department
PO Box 40197
Lafayette, LA 70504

(Fax: 337-482-5059)

17. SEVERABILITY. If a court deems any part of the contract as invalid, the remainder of the contract is still valid.

18. APPROVAL OF EMAILS FROM CONTRACTOR:

It is the responsibility of the University to contact the email administrator of the University to ensure that emails from Contractor's domain are not considered spam and are delivered to the students.

19. COPYRIGHTED INFORMATION: The Contractor respects the intellectual property rights of others and expects its users to do the same. The Contractor acts in accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf> which states on page 10, "*Limitation for Transitory Communications - In general terms, section 512(a) limits the liability of service providers in circumstances where the provider merely acts as a data conduit, transmitting digital information from one point on a network to another at someone else's request.*"

20. MUTUAL CONFIDENTIALITY. Contractor and University shall not disclose or use any Confidential Information (as hereinafter defined) of the other for any purpose outside the scope of this Agreement, except with prior written permission. Contractor and University agree to protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall Contractor and University exercise less than reasonable care in protecting such Confidential Information. For purposes of this Agreement, "Confidential Information" means all information received from either party, whether orally or in writing,

including but not limited to Intellectual Property, product pricing information including quotes, company information, student or prospective student information, or information that is designated as confidential, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other party; (ii) was known to a party prior to its disclosure by the other party without breach of any obligation owed; or (iii) is received from a third party without breach of any obligation owed. If a party is compelled by law to disclose Confidential Information, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure. If a party discloses or uses (or threatens to disclose or use) any Confidential Information in breach of the provisions of this Agreement, the other party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

21. RELATIONSHIP BETWEEN THE PARTIES. The relationship between the parties hereto is that of Contractor and University, and this Agreement is not to be construed as creating a partnership, joint venture, master-servant, principal-agent, or other relationship for any purposes whatsoever. Except as may be expressly provided herein, neither party may be held for the acts either of omission or commission of the other party, and neither party is authorized to or has power to obligate or bind the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever.

22. INTERPRETATION. This Agreement shall be interpreted fairly in accordance with its terms and without any strict construction in favor or against either of the parties hereto.

- a. In the event Contractor is required under to applicable law to notify its users of any security breach, Contractor shall provide University in advance of issuance a copy of any communication intended to be sent to University's Affiliates in compliance with said laws and Contractor agrees to incorporate, where possible, University's reasonable modifications to such communication.

23. SUBCONTRACTORS.

- a. Upon University's approval, the Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the University for any Breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work. Contractor is responsible for ensuring Subcontract is aware of University policies and adheres to the same.
- b. Subject to the terms and conditions of this Agreement, Contractor will provide services as may be reasonably requested from time to time by University, either directly or in conjunction with such subcontracts as it may select in furtherance of the intent of this Agreement. In the event that Contractor desires to utilize subcontractors, it must provide advance notice to University.

24. TERMINATION CLAUSES

- a. **TERMINATION FOR CAUSE:** University may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that University shall give Contractor written notice specifying the Contractor's failure. If within thirty

(30) days after receipt of such notice, Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then University may, at its option, place Contractor in default and the Contract shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of University to comply with the terms and conditions of this Contract; provided that Contractor shall give University written notice specifying University's failure and a reasonable opportunity for University to cure the defect.

b. **TERMINATION FOR CONVENIENCE:** University may terminate the Contract at any time by giving written notice thirty (30) days before the effective date of such termination. Contractor shall be entitled to payment for deliverables in progress; to the extent approved work has been performed satisfactorily. Contractor reserves the right to stop work if compensation is not received within 30 days of issuance and receipt of any invoice.

c. **EVENTS UPON TERMINATION.**

- In the event of cancellation or termination of this contract, all University content shall immediately (within one week or less) be returned to University in the format developed by the Contractor, including but not limited to:
- In the event an employee recommended by Contractor is terminated for just cause within the twelve-months after first reporting to work, Contractor will agree to find suitable a replacement for that candidate without charge, except for expenses.

d. **OWNERSHIP:** All records, reports, documents and other material delivered or transmitted to Contractor by University shall remain the property of University, and shall be returned by Contractor to University, at Contractor's expense, at termination or expiration of this Contract. Except as may be mutually agreed to in writing by the parties, all records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of University, and shall, upon request, be returned by Contractor to University, at Contractor's expense, at termination or expiration of this Contract.

25. ADVERTISING AND PROMOTION OF CONTRACT: Contractor will not appropriate or make use of University's name or any of University's trade or service marks or property, in any advertising or otherwise, without prior written consent of University. If University grants written consent to use University's name and/or trade or service marks, for advertising, endorsement, or promotion, University shall have the right to reject any such use proposed by Contractor which in University's sole discretion violates University's standards of advertising or is inconsistent with University's role and reputation as a public institution of higher education. University's permission to permit particular advertising shall not be unreasonably withheld.

26. ORDER OF PRECEDENCE: In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

27. COMPLIANCE WITH THE LAW: Contractor shall maintain in full force and effect, all necessary licenses, permits and other authorizations required by applicable Law to carry out its duties and obligations under this Agreement. Contractor shall comply with all Federal and State laws applicable to its activities under this Agreement, including, without limitation, any requirements of any product license applicable to the Product and all applicable U.S. federal, state and local environmental health and safety laws then in

effect.

28. CONTRACT IN ITS ENTIRETY: This contract in its entirety shall be governed by the laws of the State of Louisiana. This shall constitute the entire agreement between the parties and may only be amended in a document signed by both parties. This Contract may not be modified unless agreed to in writing by both parties. Any consent by a party to, or waiver of breach by the other, whether express or implied, will not constitute a consent to or waiver of or excuse for any other different or subsequent breach. This contract constitutes the entire agreement between the parties with respect to the Products and cancels and supersedes any prior understandings and agreements between the Parties. In the event that any one or more provisions contained in this Agreement is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provisions of this contract.

CONTRACTOR ACKNOWLEDGES THAT SERVICES SHALL NOT COMMENCE UNDER THIS CONTRACT UNTIL NOTIFIED BY PURCHASING THAT UNIVERSITY APPROVAL HAS BEEN OBTAINED AND ISSUES AN ORDER TO PROCEED.

UNIVERSITY AND CONTRACTOR ACKNOWLEDGES THAT THIS CONTRACT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

CONTRACTOR SIGNATURE:

By: _____

Date: _____

UNIVERSITY SIGNATURE:

By: _____

Jerry Luke LeBlanc
VP Administration & Finance

Date: _____